

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

International Watchman, Inc.,
c/o statutory agent: Ronald Sabo, Jr.
4301 Manhattan Ave.
Brunswick, Ohio 44232,

Plaintiff,

v.

The NATO Strap Co.,
c/o statutory agent: Mr. Jason Taras
4402 Mammoth Ave
Apt. 11
Sherman Oaks, CA 91423,

and,

Mr. Jason Taras,
4402 Mammoth Ave
Apt. 11
Sherman Oaks, CA 91423,

and,

29 Central Ltd. Co.,
c/o statutory agent: Mr. Alexander Osorio
107 Pine Point Ct.
League City, TX 77573,

and,

Suresh C. Sachdev,
dba Variety Corp.
dba A Treasure Nest
5631 Braxton Drive
Houston, TX 77036,

and,

Case No.

Judge:

COMPLAINT FOR
TRADEMARK INFRINGEMENT, AND
UNFAIR COMPETITION

(Jury Demand Endorsed Hereon)

1 **Expo International, Inc.,**)
c/o registered agent: Suresh C. Sachdev)
2 5631 Braxton Drive)
Houston, TX 77036,)
3)
and,)
4)
5 **Chris Hill,**)
dba TexasStrapCo.com)
6 3 Cypress Court)
Trophy Club, TX 76262,)
7)
and,)
8)
9 **Clockwork Synergy, LLC.,**)
c/o registered agent:)
10 Matthew T. Carter, Esq.)
8401 Dogwood Road)
11 Baltimore, MD 21244,)
12)
Defendants.)

13
14 NOW COMES the Plaintiff, *International Watchman, Inc.*, and for its Complaint against the
15 Defendants alleges and avers as follows:

16 **THE PARTIES**

- 17
- 18 1. The Plaintiff, International Watchman, Inc., is a corporation organized under the laws of
19 Ohio, and has its principal place of business in Brunswick, Ohio, which is in Medina County.
 - 20 2. Upon information and belief, the Defendant, The NATO Strap Co., is a corporation
21 organized under the laws of California, and has its principal place of business in Sherman
22 Oaks, California.
 - 23 3. Upon information and belief, the Defendant, 29 Central Ltd. Co., is a corporation organized
24 under the laws of Texas, and has its principal place of business in League City, Texas.
25
26

- 1 4. Upon information and belief, the Defendant, Suresh C. Sachdev, is operating under various
2 names and aliases, including, Variety Corp. and The Treasure Nest, both having identical
3 addresses as the Defendant Expo International, Inc., of which Defendant Sachdev is the
4 Registered Agent. All these Defendants operate at a principal place of business in Houston,
5 TX.
6
- 7 5. Upon information and belief, the Defendant, Chris Hill, is operating under the name The
8 TexasStrapCompany, and is unincorporated, and his principal place of business in Fort
9 Worth, TX.
- 10 6. Upon information and belief, the Defendant, Clockwork Synergy, LLC, has a principal place
11 of business in Baltimore, MD.

12 **JURISDICTION AND VENUE**

- 13 7. This is an action for trademark infringement. The Court has subject matter over this matter
14 because the Plaintiff states a claim for federal trademark infringement, 15 U.S.C. § 1125(a);
15 §43(a) of the Lanham Act. This Court also has supplemental jurisdiction over the claims in
16 the Complaint which arise under the statutory and common law of the State of Ohio pursuant
17 to 28 U.S.C. § 1367(a), because the state law claims are so related to the federal claims that
18 they form part of the same case or controversy and derive from a common nucleus of
19 operative facts.
20
- 21 8. This Court has personal jurisdiction over the Defendants by virtue of their sale of products,
22 transaction of business, and solicitation of business within the State of Ohio, within this
23 judicial district and elsewhere.
24
25
26

1 9. Ohio's Long-Arm Statute, RC § 2307.382(A)(1), provides that "A court may exercise
2 personal jurisdiction over a person who acts directly or by an agent, as to a cause of action
3 arising from the person's: (1) Transacting any business in this state." In this case, the
4 Defendants transact business in this state.

5 10. Ohio's Long-Arm Statute, RC § 2307.382(A)(2), provides that "A court may exercise
6 personal jurisdiction over a person who acts directly or by an agent, as to a cause of action
7 arising from the person's: (2) Contracting to supply services or goods in this state." In this
8 case, the Defendants contract to supply goods in this state.

9 11. Venue is proper in the Northern District of Ohio pursuant to 28 U.S.C. § 1391(b)(2) and/or
10 28 U.S.C. § 1400(b) because a substantial part of the events giving rise to the claims
11 occurred in this judicial district, the Defendants are subject to personal jurisdiction in this
12 district, and the infringement occurred within this judicial district.

13 **FACTUAL ALLEGATIONS**

14 12. Since its founding in 1986 and incorporation in 1997, the Plaintiff has designed, produced,
15 and marketed a broad line of distinctive, high-quality watches, watch parts, watch bands,
16 watch straps, watch bracelets, deployment buckles, watch tools, loupes, case openers,
17 screwdrivers, link removers, hand pullers, spring bars, watch boxes, watch rolls, folders,
18 cases, and other similar products in the United States and overseas.

19 13. The Plaintiff is one of the Midwest's leading provider of such products and original
20 equipment parts for hundreds of jewelry stores throughout the United States.

21 14. Within these areas of specialty, Plaintiff has become very well known for a distinctive type
22 of Military watchstrap that was originally developed during WWI and WWII for use with
23
24
25
26

1 military style watches. These watch bands, made of canvas, nylon, ballistic nylon and
2 similar materials created to enhance the original appearance of military watches have become
3 quite popular for all styles of wrist watches and are widely sold by Plaintiff under the
4 NATO® and NATO-G10® brands.

5 15. These military straps had, in the past, been sold through distributors and military contractors.

6 Currently, the Plaintiff sells the NATO® and NATO-G10® brand watch bands directly to
7 consumers as part of their website
8 <http://www.internationalwatchman.com/militaryband.htmls>. Additionally, direct to
9 consumer sales are accomplished in great overall volumes through on-line shopping sites
10 such as www.eBay.com and www.Amazon.com.

11 16. The Plaintiff has become a leader in the sale of these distinctive types of Military
12 watchstraps.

13 17. The Plaintiff has a federally registered mark for “NATO” via Registration Number
14 3,907,646. (“the ‘646 mark”) (See Registration Certificate attached hereto as “Exhibit 1.”)

15 18. The Plaintiff also has a federally registered mark for “NATO-G10,” via Registration No.
16 4,093,914 (“the ‘914 mark”) (See Registration Certificate attached hereto as “Exhibit 2.”)

17 19. Plaintiff is asserting that Defendants have each infringed the Plaintiff’s federally registered
18 trademarks – the ‘646 and/or ‘914 marks.

19 20. The Defendant, The NATO Strap Co., has unfairly misused the Plaintiff’s registered mark in
20 the Defendant’s use of “NATO” in connection with their infringing business services.
21
22
23
24
25
26

1 21. Defendant The NATO Strap Company's products sold at <http://www.natostrapco.com>, and
2 on eBay.com are colorable imitations of Plaintiff's "NATO" mark, and causes confusion in
3 the marketplace. (See examples of the infringement as "Exhibit 3.")

4 22. On information and belief, Defendant Jason Taras has imported or solicited for importation a
5 "large quantity of NATO watch straps" in "many different colors and patterns". (See for
6 example "Exhibit 4.")

7 23. The Defendant, 29 Central Ltd. Co., has also unfairly misused the Plaintiff's registered mark
8 in the Defendant's use of "NATO" in connection with their infringing business services.

9 24. Defendant's products sold at <http://www.29central.com> (see screen print attached hereto as
10 "Exhibit 5") are colorable imitations of Plaintiff's "NATO" mark, and causes confusion in
11 the marketplace.

12 25. The Defendants Suresh C. Sachdev and Expo International Inc. have unfairly misused the
13 Plaintiff's registered mark in the Defendant's use of "NATO" and "NATO-G10" in
14 connection with their infringing business services.

15 26. Defendants Suresh C. Sachdev and Expo International Inc.'s products are sold in various
16 forums, including at www.Amazon.com (see screen print attached hereto as "Exhibit 6") and
17 www.ebay.com (see screen print attached hereto as "Exhibit 7") and are colorable imitations
18 of Plaintiff's "NATO" mark, and causes confusion in the marketplace.

19 27. Defendant Chris Hill's products sold at <http://www.texasstrapco.com> (see screen print
20 attached hereto as "Exhibit 8") and www.facebook.com/TexasStrapCo (see screen print
21 attached hereto as "Exhibit 9") are colorable imitations of Plaintiff's "NATO" and "NATO-
22 G10" marks, and causes confusion in the marketplace.
23
24
25
26

1 28. Defendant Clockwork Synergy's products are sold in various forums, including at
2 www.ebay.com (see screen print attached hereto as "Exhibit 10") and through
3 www.clockworksynergy.com (see "Exhibit 11") and are colorable imitations of Plaintiff's
4 "NATO" mark, and causes confusion in the marketplace.

5 29. None of the Defendants were and are not currently authorized by the Plaintiff in any way to
6 use the Plaintiff's federally registered marks.

7 30. The Plaintiff is entitled to an award of damages against the Defendants for trademark
8 infringement.

9
10 **CLAIM NO. 1**

11 *(Federal Trademark Infringement; Unfair Competition*

12 *15 U.S.C. § 1125(a); §43(a) of the Lanham Act)*

(Versus Defendants The NATO Strap Co. and Jason Taras)

13 31. The Plaintiff hereby incorporates by reference each statement, whether written above or
14 below, as if each is fully re-written herein.

15 32. The Defendants have used, and are using, the Plaintiff's NATO® mark without any
16 authorization from the Plaintiff on their "www.natostrapco.com" website as well as on other
17 selling sites including www.eBay.com. Defendants' sales are accomplished in such a fashion
18 and design as to imitate, counterfeit, copy, and reproduce Plaintiff's mark.

19 33. The Defendant's acts were and are done with the purpose of exploiting and trading on the
20 substantial goodwill and reputation of Plaintiff as symbolized by the NATO® mark. Such
21 intentional acts on the part of Defendants have damaged Plaintiff's goodwill as symbolized
22 by its NATO® mark, causing Plaintiff immediate and irreparable damage.
23
24
25
26

1 34. The Defendant's conduct has caused confusion, mistake, and deception, and is likely to
2 continue to cause confusion, mistake, and deception, and has infringed upon the Plaintiff's
3 exclusive rights in its trademark.

4 35. Upon information and belief, the Defendant had actual knowledge of Plaintiff's exclusive
5 rights in the NATO® mark and willfully and deliberately infringed Plaintiff's rights.
6

7 36. The Defendant's acts of trademark infringement occurred in connection with the same or
8 similar services offered by Plaintiff and is therefore likely to cause the public to mistakenly
9 believe that the "NATO Strap Company" products and services originate from, are sponsored
10 by, or are associated with Plaintiff, constituting a false designation of origin or false or
11 misleading description or representation of fact, and are also likely to cause the mark in
12 question to lose its significance as an indicator of origin, in violation of 15 U.S.C. § 1125(a).
13

14 37. The Defendant's actions constitute trademark infringement, unfair competition, in violation
15 of Plaintiff's rights under 15 U.S.C. § 1125(a).

16 **CLAIM NO. 2**

17 *(Ohio Unfair Competition O.R.C § 4165.02 et seq.)*
18 *(Versus The NATO Strap Company and Jason Taras)*

19 38. The Plaintiff hereby incorporates by reference each statement, whether written above or
20 below, as if each is fully re-written herein.

21 39. All of the Defendant The NATO Strap Company's acts and conduct as alleged above in this
22 Complaint constitute unfair competition as defined by Ohio Revised Code § 4165.02 *et seq.*
23
24
25
26

CLAIM NO. 3

*(Federal Trademark Infringement; Unfair Competition
15 U.S.C. § 1125(a); §43(a) of the Lanham Act)
(Versus Defendant 29 Central Ltd. Co.)*

40. The Plaintiff hereby incorporates by reference each statement, whether written above or below, as if each is fully re-written herein.

41. The Defendants have used, and are using, the Plaintiff's NATO® mark without any authorization from the Plaintiff in on their "www.29central.com" website. Defendant's sales are accomplished in such a fashion and design as to imitate, counterfeit, copy, and reproduce Plaintiff's mark.

42. The Defendant's acts were and are done with the purpose of exploiting and trading on the substantial goodwill and reputation of Plaintiff as symbolized by the NATO® mark. Such intentional acts on the part of Defendants have damaged Plaintiff's goodwill as symbolized by its NATO® mark, causing Plaintiff immediate and irreparable damage.

43. The Defendants' conduct has caused confusion, mistake, and deception, and is likely to continue to cause confusion, mistake, and deception, and has infringed upon the Plaintiff's exclusive rights in its trademark.

44. Upon information and belief, the Defendants had actual knowledge of Plaintiff's exclusive rights in the NATO® mark and willfully and deliberately infringed Plaintiff's rights.

45. The Defendants' acts of trademark infringement occurred in connection with the same or similar services offered by Plaintiff and is therefore likely to cause the public to mistakenly believe that the "NATO Strap Company" products and services originate from, are sponsored by, or are associated with Plaintiff, constituting a false designation of origin or false or

1 misleading description or representation of fact, and are also likely to cause the mark in
2 question to lose its significance as an indicator of origin, in violation of 15 U.S.C. § 1125(a).
3 46. The Defendants' actions constitute trademark infringement, unfair competition, in violation
4 of Plaintiff's rights under 15 U.S.C. § 1125(a).
5

6 **CLAIM NO. 4**

7 (Ohio Unfair Competition O.R.C § 4165.02 et seq.)
8 (Versus Defendant 29 Central Ltd. Co.)

9 47. The Plaintiff hereby incorporates by reference each statement, whether written above or
10 below, as if each is fully re-written herein.

11 48. All of the Defendant 29 Central Ltd. Co.'s acts and conduct as alleged above in this
12 Complaint constitute unfair competition as defined by Ohio Revised Code § 4165.02 et seq.

13 **CLAIM NO. 5**

14 (Federal Trademark Infringement; Unfair Competition
15 15 U.S.C. § 1125(a); §43(a) of the Lanham Act)
16 (Versus Defendants Suresh C. Sachdev, Variety Corp., A Treasure Nest, and Expo International,
17 Inc.)

18 49. The Plaintiff hereby incorporates by reference each statement, whether written above or
19 below, as if each is fully re-written herein.

20 50. The Defendants have used, and are using, the Plaintiff's NATO® mark without any
21 authorization from the Plaintiff on www.eBay.com, www.Amazon.com, and their
22 "www.varietycorp.com" website. Defendants' sales are accomplished in such a fashion and
23 design as to imitate, counterfeit, copy, and reproduce Plaintiff's mark.

24 51. The Defendants' acts were and are done with the purpose of exploiting and trading on the
25 substantial goodwill and reputation of Plaintiff as symbolized by the NATO® mark. Such
26

1 intentional acts on the part of Defendants have damaged Plaintiff's goodwill as symbolized
2 by its NATO® mark, causing Plaintiff immediate and irreparable damage.

3 52. The Defendants' conduct has caused confusion, mistake, and deception, and is likely to
4 continue to cause confusion, mistake, and deception, and has infringed upon the Plaintiff's
5 exclusive rights in its trademark.

6 53. Upon information and belief, the Defendants had actual knowledge of Plaintiff's exclusive
7 rights in the NATO® mark and willfully and deliberately infringed Plaintiff's rights.

8 54. The Defendants' acts of trademark infringement occurred in connection with the same or
9 similar services offered by Plaintiff and is therefore likely to cause the public to mistakenly
10 believe that the "VarietyCorp" products and services originate from, are sponsored by, or are
11 associated with Plaintiff, constituting a false designation of origin or false or misleading
12 description or representation of fact, and are also likely to cause the mark in question to lose
13 its significance as an indicator of origin, in violation of 15 U.S.C. § 1125(a).

14 55. The Defendants' actions constitute trademark infringement, unfair competition, in violation
15 of Plaintiff's rights under 15 U.S.C. § 1125(a).

16
17
18 **CLAIM NO. 6**

19 *(Ohio Unfair Competition O.R.C § 4165.02 et seq.)*

20 (Versus Defendants Suresh C. Sachdev, Variety Corp., A Treasure Nest, and Expo International,
21 Inc.)

22 56. The Plaintiff hereby incorporates by reference each statement, whether written above or
23 below, as if each is fully re-written herein.

24 57. All of the Defendants' acts and conduct as alleged above in this Complaint constitute unfair
25 competition as defined by Ohio Revised Code § 4165.02 *et seq.*
26

CLAIM NO. 7

(Federal Trademark Infringement; Unfair Competition

15 U.S.C. § 1125(a); §43(a) of the Lanham Act)

(Versus Defendant Chris Hill and texasstrapco.com)

58. The Plaintiff hereby incorporates by reference each statement, whether written above or below, as if each is fully re-written herein.

59. The Defendants have used, and are using, the Plaintiff's NATO® and NATO-G1® marks without any authorization from the Plaintiff on their "www.texasstrapco.com" website as well as on www.facebook.com/TexasStrapCo. Defendants' sales are accomplished in such a fashion and design as to imitate, counterfeit, copy, and reproduce Plaintiff's mark.

60. The Defendants' acts were and are done with the purpose of exploiting and trading on the substantial goodwill and reputation of Plaintiff as symbolized by the NATO® and NATO-G10 marks. Such intentional acts on the part of Defendants have damaged Plaintiff's goodwill as symbolized by its NATO® and NATO-G10 marks, causing Plaintiff immediate and irreparable damage.

61. The Defendants' conduct has caused confusion, mistake, and deception, and is likely to continue to cause confusion, mistake, and deception, and has infringed upon the Plaintiff's exclusive rights in its trademark.

62. Upon information and belief, the Defendants had actual knowledge of Plaintiff's exclusive rights in the NATO® and NATO-G10 marks and willfully and deliberately infringed Plaintiff's rights.

63. The Defendants' acts of trademark infringement occurred in connection with the same or similar services offered by Plaintiff and is therefore likely to cause the public to mistakenly believe that the "TexasStrapCo." products and services originate from, are sponsored by, or are associated with Plaintiff, constituting a false designation of origin or false or misleading description or representation of fact, and are also likely to cause the mark in question to lose its significance as an indicator of origin, in violation of 15 U.S.C. § 1125(a).

64. The Defendants' actions constitute trademark infringement, unfair competition, in violation of Plaintiff's rights under 15 U.S.C. § 1125(a).

CLAIM NO. 8

(Ohio Unfair Competition O.R.C § 4165.02 et seq.)
(Versus Defendant Chris Hill and texasstrapco.com)

65. The Plaintiff hereby incorporates by reference each statement, whether written above or below, as if each is fully re-written herein.

66. All of the Defendant Chris Hill dba TexasStrapCo.com's acts and conduct as alleged above in this Complaint constitute unfair competition as defined by Ohio Revised Code § 4165.02 *et seq.*

CLAIM NO. 9

(Federal Trademark Infringement; Unfair Competition
15 U.S.C. § 1125(a); §43(a) of the Lanham Act)
(Versus Defendant Clockwork Synergy)

67. The Plaintiff hereby incorporates by reference each statement, whether written above or below, as if each is fully re-written herein.

68. The Defendants have used, and are using, the Plaintiff's NATO® mark without any authorization from the Plaintiff on www.eBay.com, www.Amazon.com, and their

1 “http://www.clockworksynergy.com/” website. Defendants’ sales are accomplished in such a
2 fashion and design as to imitate, counterfeit, copy, and reproduce Plaintiff’s mark.

3 69. The Defendants’ acts were and are done with the purpose of exploiting and trading on the
4 substantial goodwill and reputation of Plaintiff as symbolized by the NATO® mark. Such
5 intentional acts on the part of Defendants have damaged Plaintiff’s goodwill as symbolized
6 by its NATO® mark, causing Plaintiff immediate and irreparable damage.

7
8 70. The Defendants’ conduct has caused confusion, mistake, and deception, and is likely to
9 continue to cause confusion, mistake, and deception, and has infringed upon the Plaintiff’s
10 exclusive rights in its trademark.

11 71. Upon information and belief, the Defendants had actual knowledge of Plaintiff’s exclusive
12 rights in the NATO® mark and willfully and deliberately infringed Plaintiff’s rights.

13 72. The Defendants’ acts of trademark infringement occurred in connection with the same or
14 similar services offered by Plaintiff and is therefore likely to cause the public to mistakenly
15 believe that the “clockwork synergy” products and services originate from, are sponsored by,
16 or are associated with Plaintiff, constituting a false designation of origin or false or
17 misleading description or representation of fact, and are also likely to cause the mark in
18 question to lose its significance as an indicator of origin, in violation of 15 U.S.C. § 1125(a).

19
20 73. The Defendants’ actions constitute trademark infringement, unfair competition, in violation
21 of Plaintiff’s rights under 15 U.S.C. § 1125(a).

CLAIM NO. 10

(Ohio Unfair Competition O.R.C § 4165.02 et seq.)
(Versus Defendant Clockwork Synergy)

74. The Plaintiff hereby incorporates by reference each statement, whether written above or below, as if each is fully re-written herein.

75. All of the Defendants' acts and conduct as alleged above in this Complaint constitute unfair competition as defined by Ohio Revised Code § 4165.02 *et seq.*

PRAYER FOR RELIEF / REQUEST FOR REMEDIES

WHEREFORE, the Plaintiff prays that this Court enter an Order comprising all Defendants:

- A) A preliminary injunction enjoining the Defendants from making, using, marketing or selling any product or service that infringes upon the '646 mark;
- B) A permanent injunction enjoining the Defendants from making, using, marketing or selling any product or service that infringes upon the '646 mark;
- C) A preliminary injunction enjoining the Defendants from making, using, marketing or selling any product or service that infringes upon the '914 mark;
- D) A permanent injunction enjoining the Defendants from making, using, marketing or selling any product or service that infringes upon the '914 mark;
- E) An assessment of interest on the damages so computed;
- F) An award of damages to the Plaintiff and against Defendants, jointly and severally, for all damages sustained by Plaintiff including the Defendants' profits and the costs of the action, and an award of attorney's fees.

- 1 G) Judgment against Defendants, jointly and severally indemnifying the Plaintiff from any
2 claims brought against the Plaintiff for negligence, debts, malpractice, product liability, or
3 other breaches of any duty owed by the Defendants to any person who was confused as to
4 some association between the Plaintiff and Defendant as alleged in this Complaint;
5
6 H) Judgment against Defendants for an accounting and monetary award in an amount to be
7 determined at trial according to the U.S. trademark laws;
8
9 I) Requiring Defendants to account to the Plaintiff for all sales and purchases that have
10 occurred to date, and requiring the Defendants to disgorge any and all profits derived by
11 Defendants for selling infringing product or services.
12
13 J) Requiring Defendants to provide full disclosure of any and all information relating to its
14 supplier or suppliers of infringing product or services;
15
16 K) Requiring Defendants to destroy any and all manufacturing equipment used to manufacture
17 infringing product or to deliver services to third parties;
18
19 L) Ordering a product recall of infringing products and services for destruction;
20
21 M) Requiring Defendants to file with this Court and serve on the Plaintiff within thirty (30) days
22 of this Court's order a report setting forth the manner in which they complied with the order;
23
24 N) Requiring Defendants to provide to Plaintiff all sales records, including but not limited to,
25 email, mail, and advertising lists;
26
O) Damages according to each cause of action herein;
P) Prejudgment interest;
Q) An injunction against Defendants under for infringing the Plaintiff's trademark;

1 R) An order against Defendants to destroy all things related to their infringing articles bearing a
2 colorable imitation of the Plaintiff's mark; and,

3 S) Any such other relief in law or equity that this honorable Court deems just.
4

5 **JURY DEMAND**

6 WHEREFORE, the Plaintiff requests a trial by jury on all issues so triable.
7
8
9

10 Most Respectfully Submitted,

11 /s/ David A. Welling

12 **C. VINCENT CHOKEN (0070530)**

13 **DAVID A. WELLING (0075934) (lead counsel)**

14 *Choken Welling LLP*

3020 West Market Street

Akron, Ohio 44333

15 Tel. (330) 865 – 4949

16 Fax (330) 865 – 3777

vincec@choken-welling.com

davidw@choken-welling.com
17

18 **JOHN D. GUGLIOTTA (0062809)**

John D. Gugliotta, P.E., Esq., LPA

3020 West Market Street

Akron, Ohio 44333

20 Tel. (330) 253-2225

21 Fax (330) 253-6658

johng@inventorshelp.com
22

Counsel for the Plaintiff
23
24
25
26